

INTERLOCAL SERVICES AGREEMENT

Records Recovery Center Media Storage Agreement

between

Cape May County, NJ

and

_____, NJ

THIS AGREEMENT, made as of the ____ day of _____, 2012, between the County of Cape May (hereinafter the "County"), with offices located at 4 Moore Road, Cape May Court House, New Jersey 08210, and _____ (hereinafter the "Municipality"), with offices located at _____, regarding the Records Recovery Center (hereinafter the "RRC"), including its related products, services, equipment, etc.

Preliminary Statement

WHEREAS, the Uniformed Shared Services and Consolidation Act (N.J.S.A. 40A:65-1, et seq) permits contracts by local and county units for joint service projects; and

WHEREAS, Cape May County has established a RRC in the Township of Dennis to provide a safe place to store vital records in electronic format; and

WHEREAS, the RRC represents a significant and critical component of overall disaster preparedness in Cape May County, greatly enhancing the ability of this region to preserve and safeguard its important data stored in digital format; and

WHEREAS, the Municipality recognizes the value of a secondary data backup at a separate and more protected location in Cape May County, as made possible by the RRC, and the Municipality desires to work with Cape May County in this effort.

NOW, THEREFORE, in consideration of the mutual benefits stated herein, the parties agree as follows:

1. Grant of Use:

The County hereby grants the Municipality use of the RRC for the express purpose of storing, as secondary backup, copies of critical digital records, under the terms of this Agreement.

2. **Direct Costs:**

(a) **Initial Arrangement:**

Initial costs related to the administration, support and maintenance of the RRC were covered by the County through the funds allocated by Public Archives Records Infrastructure Support (PARIS) Grants received from 2006 to 2010.

(b) **Future Arrangements:**

Municipalities signing this agreement understand that uncertainties surrounding funding in subsequent fiscal years prevent guarantees on future direct costs. At some point in the future, costs may be shared with municipalities to support continued operation of the RRC. This issue would be addressed and mutually agreed upon under a separate, future addendum.

3. **Other Costs:**

The Municipality is responsible for establishing and maintaining its own local information technology to create the media stored at the RRC. The County assumes no role, direct or indirect, in the funding, installation, support, etc. of this hardware and software. These costs that shall be the responsibility of the municipality include, but are not limited to, lock box keys, tapes, CD's, DVD's, tape drives, CD burners, DVD burners, and any device needed to create the media sent to the RRC.

4. **Service Limitations:**

(a) **Data Quantity:**

The quantity of data stored at the RRC by the Municipality is currently unspecified and unlimited. However, the County may at some point establish rules regarding the quantity of data stored at the RRC and the Municipality will be apprised of said rules when established. The Municipality and County will mutually agree upon said rules in a separate written addendum. The RRC is not a permanent storage facility. Tapes must be cycled to keep data current for purposes of disaster recovery.

(b) **Contacts:**

The Municipality must provide a list of approved contacts to the County prior to receipt of any media using the attached Offsite Media Storage form.

(c) **Schedule:**

A schedule of pick ups and deliveries will be developed prior to receipt of any media.

(d) **Responsibility:**

The County is not responsible for file/data recovery from the media stored at the RRC. The Municipality assumes full responsibility for their files and data stored at the RRC.

(e) **Packaging:**

The County will provide each Municipality with two media storage boxes to be rotated on a mutually agreed-upon basis. The Municipality will provide a lock for each media box. Media will only be transported in a locked case with the key kept in the possession of the Municipality.

5. **Support:**

Municipal data will be stored electronically on storage media owned and provided by the respective Municipality and temporarily housed at the RRC. Because this Agreement pertains to media only, there are no intrinsic hardware or software requirements associated with this level of support.

6. **Center Response Time:**

A County technician will respond to all requests for support within 24 hours after receiving proper notification. The technician is available to receive the notification between 8:30am and 4:30pm, Monday through Friday, excluding national holidays, County holidays, and other unanticipated office closings.

7. **Disaster Response Procedure:**

(a) **Reporting:**

The RRC will provide a wireless phone number for the Municipality to call in the event of a situation which requires immediate return of the stored media to the Municipality. This wireless device will accept messages, and these messages will be checked regularly.

(b) **Media Return:**

Stored media will be returned within 24 hours of the Municipality properly notifying the RRC. The Municipality is entirely responsible for transferring its data from the particular storage media to its local servers.

8. **Data Ownership:**

The Municipality will maintain sole and complete ownership of data, even while it resides on equipment owned by the RRC and/or is located on RRC premises. The RRC is a custodian of the data, and its services are intended only to serve as a secondary backup.

9. **Third Party Data:**

This Agreement does not allow the Municipality to transfer, facilitate or in any way arrange for the storage of non-municipally owned data at the RRC. Non-municipal is defined as any entity outside the immediate municipal government and its official agencies.

10. **Indemnification and Limitation of Liability:**

The Municipality will defend, indemnify, and hold harmless the County, the County's governing officials (the Board of Chosen Freeholders), the Facility, and the officers, agents, and employees thereof, from and against any claims asserted against such parties, including, without limitation, lawsuits, judgments, and expenses of defense (including reasonable attorney fees) caused by any act or omission of the Municipality, its agents, officers or employees. For this provision, "claims" shall include, without limitation, any and all lawsuits or administrative proceedings at law or equity instituted against the County or above named individuals for any alleged damages arising from the operations, storage, management and administration of the RRC.

The County and RRC make no warranties or guarantees, either express or implied. The County and RRC shall not be liable or responsible to the Municipality for damages of any kind, including, but not limited to, those arising from unforeseen or unplanned circumstances which may occur during the lifetime of this Agreement.

11. **Change Procedure:**

The terms and conditions of this Agreement may not be amended, waived, or modified, except in a written document signed by the two parties to be charged therewith.

12. **Term and Expiration:**

This Agreement shall be in effect until July 9, 2018 or until it is terminated by one or both of the parties involved. Termination will occur upon the written declaration of either party or upon any default or violation of the terms of this Agreement by the Municipality.

13. This Agreement shall be governed by the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties below have executed this Agreement.

ATTEST:

COUNTY OF CAPE MAY

Elizabeth Bozzelli
Deputy Clerk

By: _____
Gerald M. Thornton
Freeholder Director

Date: _____

ATTEST:

MUNICIPALITY:

By: _____
Name:
Title:

Date: _____